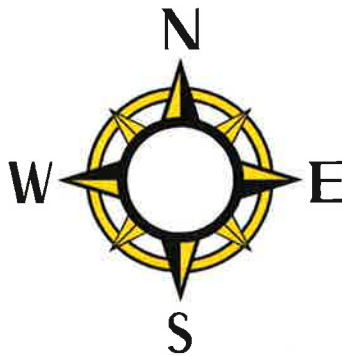


COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
AIRPORTS

**SET A HEADING TO
TRUE NORTH**



REQUEST FOR PROPOSALS
TRUE NORTH RAMP
MANAGEMENT OF FUEL FACILITIES
AT MCCLELLAN-PALOMAR AIRPORT, CARLSBAD, CA

DUE DATE FOR SUBMITTAL: NOVEMBER 30, 2010, 4:00 P.M.

REQUEST FOR PROPOSALS
TRUE NORTH RAMP
MANAGEMENT OF FUEL FACILITIES
AT MCCLELLAN-PALOMAR AIRPORT, CARLSBAD, CA

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Site Description, Submittal, and Selection Process	4-5
Airport Use Permit Economic Terms Form	6
Evaluation Criteria	7
Submittal	8

The RFP Submittal Package contains the following components:

- Site Location Maps
- Proposer's Questionnaire
- Sample Fuel Management Permit
- Operating Rules for Aircraft

GUIDELINES AND REQUIREMENTS

FOR PROPOSAL SUBMITTAL

In order to ensure general aviation aircraft were accommodated at McClellan-Palomar Airport the County of San Diego Airports (County) worked with the Federal Aviation Administration, Wadell Engineering, and West Coast General Construction Corporation to design and build a tie down ramp on the north side of CRQ. The ramp is named **True North** and accommodates approximately 130 aircraft. There are currently tie-down permits issued for approximately 50 aircraft.

The County owns the permanent fuel facility at the True North tie-down ramp. County is soliciting proposals from qualified parties for a Permit to operate and manage the permanent facility at McClellan-Palomar Airport. It is the County's intention to have only one operator located on the True North Ramp.

Parties participating in this proposal process will provide details of their business plans, and propose the economic terms for a permit under which they would operate the fuel facility. Due to the nature of the operation and security concerns, preference will be given to existing fuel providers at McClellan-Palomar Airport.

This Request for Proposals (RFP) is for an operator to manage the permanent fuel facility on the True North Ramp to provide service to tenants of the True North Ramp. The permit will be issued for an initial three year term and commence on January 1, 2011.

Proposals will be evaluated based upon several criteria, including experience, proposed method of operation and management, customer service plans, and proposed per gallon payment to the County (in excess of fuel flowage fees as stated in County Airport Schedule of Rates and Charges which are currently \$0.04 per gallon. The current fuel flowage fees are being evaluated and subject to change during the term of the permit).

Please thoroughly review the materials contained in this Submittal Package. This information will guide you in the preparation of your submittal.

LETTER OF INTEREST

This part of your submittal will be a narrative written on your letterhead. This narrative should contain the following elements.

Who You Are. Your letter of interest should identify who you are and present a description of your qualifications to operate and manage the fuel facility on the True North ramp at McClellan-Palomar Airport. If you represent a company or other organization, please describe the key individuals that will be involved in the project if you are ultimately selected to operate and manage the fuel facility on the True North Ramp. Include brief biographical statements for these key individuals.

Your Proposal. Your narrative should continue with additional information on your proposal to operate and manage the fuel facility on the True North Ramp at McClellan-Palomar Airport. You should include information on what products and services you intend to provide. Information regarding proposed fuel pricing must be included (Please see guidelines below). Please identify any other permits or staff certification that will be required to operate this business at McClellan-Palomar Airport. Please include information on training, qualifications and pay scale for employees.

The following guidelines shall be addressed in all proposals:

- 1) For safety reasons, no fuel trucks will be permitted to cross the runway.
- 2) Operator shall accept credit cards and the self serve fuel facility shall be set up to process payment to Permittee. Permittee shall be responsible for the fees associated with programming the fuel pumps to direct credit charges to Permittee's banking institution.
- 3) Operator shall have a canister of compressed air to allow aircraft operators to fill up low tires as needed, if feasible.
- 4) Operator shall set a two step pricing structure, with lower costs to True North tenants. Such pricing for True North tenants shall be consistent with most favorable pricing offered on south side of the Airport to most favorable customers. This required practice is intended to avoid having aircraft taxiing across runway to obtain more favorably-priced fuel. Operator shall have the option of extending most favored pricing to all aircraft refueling on the True North Ramp.
- 5) Operator must keep auditable records of sales.
- 6) Operator shall be responsible for all required daily testing and other periodic testing of the fuel facility and associated record keeping and reporting. Copies of such records shall be provided to Airport staff on a bi-weekly basis.
- 7) Operator shall develop plans to prevent and address fuel spills, including training and containment materials. Spill kits must be kept on site.

Why You and Your Concept Would Be Good for McClellan-Palomar Airport. Please describe why you think your proposal would be good for McClellan-Palomar Airport. Please describe any unique benefits of your proposal.

Relevant Experience/Projects. Please describe your relevant past or current experience that qualifies you and/or your organization to succeed in operating and managing the permanent fuel facility on the True North Ramp.

PROPOSER'S QUESTIONNAIRE

In addition to your narrative, please complete the enclosed Proposer's Questionnaire. This is a very important part of your submittal for purposes of evaluating your qualifications. The first part of this questionnaire deals with personal information about you, and members of your organization. Please complete the appropriate sections that apply to you and your organization (i.e. sole proprietorship, partnership, corporation, or limited liability company). Please provide the business references requested. Please fill in the requested financial data completely, and attach the required forms or exhibits. In the sections dealing with your proposed method of operation and experience statement, you may refer to your narrative if the information requested has been provided there.

The submittal of a complete and detailed Proposer's Questionnaire will enable County Airports' staff to evaluate your qualifications in the best possible light. Please note that the confidentiality of the information you submit cannot be guaranteed because, under the Freedom of Information Act, all government records are potentially accessible by the public. This fact notwithstanding, County Airports staff will, within the legal limits of its administrative control, strive to protect the confidentiality of all personal and financial information submitted in connection with this RFP, and will use this information only for the purposes intended.

This Request for Proposals does not commit the County to award a permit, to pay any costs incurred in the preparation of proposals, or to procure or contract for services or supplies. The County reserves the right to accept or reject any and all proposals received as a result of the RFP, to negotiate with any qualified company, and to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County.

SITE DESCRIPTION, SUBMITTAL, AND SELECTION PROCESS

The County of San Diego owns and operates eight general aviation airports. One of them is McClellan-Palomar Airport, located in the City of Carlsbad, CA. McClellan-Palomar Airport is a gateway to and from San Diego's North County. It serves the general aviation community, corporate aircraft, and provides commercial airline services. The fuel facility is located on the True North Ramp. Please see attached site location maps (Exhibits A-1 and A-2).

This airport is popular due to its proximity to business and recreation. Major corporations and world-class resorts are just minutes from McClellan-Palomar Airport. Some of the finest beaches in San Diego County are close to the airport and offer surfers, swimmers, and sun worshipers, balmy weather and beautiful ocean waters most of the year. Many general aviation pilots enjoy keeping their aircraft at McClellan-Palomar Airport due to the convenient location as well as the precision landing aides offered at the Airport. The True North Ramp was built to accommodate general aviation aircraft with up to 38' wing spans and up to 12,500 lbs.

This RFP is for the operation and management of the fuel facility located on the True North Ramp.

The RFP package includes a sample Airport Use Permit. It is the Proposer's responsibility to determine if any additional permits are necessary for the operation of the proposed business. The County shall be responsible for any fees associated with the issuance of any required permits directly tied to ownership of the fuel facilities (stormwater, air quality, etc.); however, the operator of the facilities will be responsible for all fees and taxes associated with the day-to-day operation and management of the facility and fees and taxes on the sale of fuel. In addition, note the insurance requirements in the permit which will be the responsibility of the selected proposer.

Submitting a Proposal

Proposals will be submitted on the forms provided with this RFP. Each submittal **must** contain:

A Letter of Interest/Business Plan

A completed Proposer's Questionnaire

A completed Airport Use Permit Economic Terms Form

A non-refundable Proposal Fee of \$50.00

Proposals are due by 4:00 p.m., November 30, 2010, and must be delivered to:

COUNTY OF SAN DIEGO – AIRPORTS
1960 Joe Crosson Drive
El Cajon, CA 92020-1236
Attn: Joe Ryan

Selection Process

County Airports' staff will review all proposals, conduct reference checks, make any necessary follow up inquiries, and may select a Proposer with which to negotiate the final terms of an Airport Use Permit, or the County may reject all proposals.

The County may schedule and conduct an oral interview and receive presentations from the top-ranked (short-listed) Proposers, to determine the selected proposer and rank order of proposals. The oral presentations/interviews, should they be necessary, will be held during the week of December 6-10, 2010. Failure to appear for an interview may be grounds for disqualification from further consideration. The County reserves the right to award the permit without holding oral presentations/interviews, should the rating panel find this step unnecessary.

The decision on selection or rejection will be made by December 15, 2010, unless additional time is required. If additional time is required, the Proposers will be notified of the County's need for additional time.

Negotiation of Airport Use Permit

If a proposal is selected through this RFP process, Airports' staff will negotiate the terms of an Airport Use Permit with the selected Proposer.

AIRPORT USE PERMIT ECONOMIC TERMS FORM

The Proposer should propose economic terms for an annual Airport Use Permit. The County shall be responsible for any fees associated with required repairs to the facility and the issuance of any required permits directly tied to ownership of the fuel facilities (stormwater, air quality, etc.); however, the selected Proposer (Permittee) will be responsible for all fees and taxes associated with the day-to-day operation and management of the facility and fees and taxes on the sale of fuel.

Fee Proposal: Minimum Monthly Guarantee (MMG)

Please propose a minimum monthly guarantee (MMG) or permit fee. The MMG for each month must meet or exceed \$300.

Minimum Proposed: \$ _____ Per Month

Additional Flowage Fee on Fuel and Lubricant Sales

In addition to the MMG described above, the Proposer may include an additional flowage fee, payable monthly on gallons of fuel sold. Payment will be in addition to MMG and fuel flowage fees as stated in County Airports Rates and Charges, currently \$.04 per gallon for fuel. (The current fuel flowage fees are being evaluated and subject to change during the term of the permit). The additional flowage fee per gallon must meet or exceed \$0.10.

Additional Flowage Fee: \$ _____ per gallon of fuel

The final terms of the Airport Use Permit will be negotiated between the selected Proposer and Airports' staff, subject to review and approval by the County of San Diego's Director of Airports.

EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Proposer whose offer, while conforming to the requirements of the RFP, is determined to be the most advantageous to San Diego County Airports. The proposal shall contain a complete response to each of the areas identified below.

1.	Business Proposal	40 POINTS
	a) Hours of Operation	
	b) Services Offered	
	c) Proposed Pricing Methods	
	d) Method of Operation	
	e) Customer Service	
	f) Thoroughness of Planning	
2.	Revenue Sharing	35 POINTS
	a) Minimum Monthly Fee	
	b) Additional Flowage Fee to County	
3.	Experience	15 POINTS
	a) Similar Business Experience	
	b) References	
4.	Financial strength	10 POINTS
	a) Capital Strength	
	b) Credit History	
	c) Realistic Projections	
Total Possible		100 POINTS

SUBMITTAL

Proposals must be submitted in a format substantially following the outline of this RFP. Proposals presented in any other format may be considered non-responsive and may be rejected. The proposal must be signed with the name and title of the person duly authorized to sign the offer. Proposals received after the time fixed for receiving them will not be considered. Late proposals will be returned to the Proposer unopened.

Each proposal shall be delivered to San Diego County Airports, Gillespie Field, 1960 Joe Crosson Dr., El Cajon, CA 92020-1236, on or before 4:00 p.m., November 30, 2010. The proposal documents submitted shall be addressed to the DEPARTMENT OF PUBLIC WORKS - AIRPORTS, ATTN: JOE RYAN, enclosed in a sealed envelope bearing the RFP title (i.e., Request for Proposals, Management of Fuel Facilities, True North Ramp, McClellan-Palomar Airport), and the name and location of the place of business of the Proposer. It is the sole responsibility of the Proposer to see that the proposal is received on time.

Basis for Selection

The basis of selection of the successful proposer, if any, will conform to the "Evaluation Criteria" described above.

Recommendation for Award or Rejection of Proposals

The County of San Diego reserves the right to reject any and all proposals and to waive any formality in the proposals received. Airports staff will review all proposals and (i) select a successful proposer, or (ii) reject all proposals by December 15, 2010. Following selection of a successful proposer, if any, Airports' staff will negotiate an Airport Use Permit with the successful proposer, based on the Sample Fuel Management Permit attached to this RFP package.

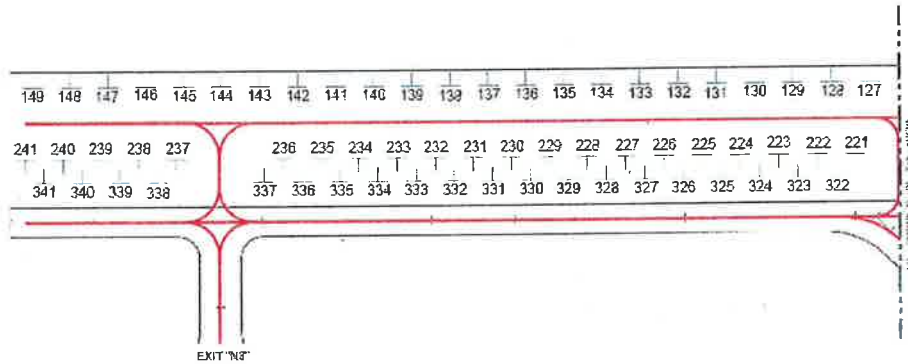
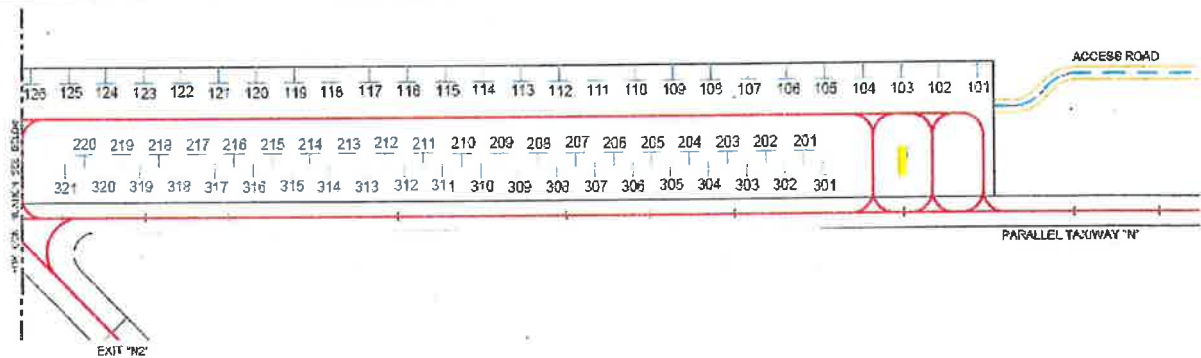
Selection without Discussion

Proposers are cautioned that any selection hereunder may be effected without discussion. Each proposer should present its best offer to County Airports.

Withdrawal of Proposals

Any proposer may withdraw its proposal by written request at any time prior to the selection of the successful proposer by Airports' staff.

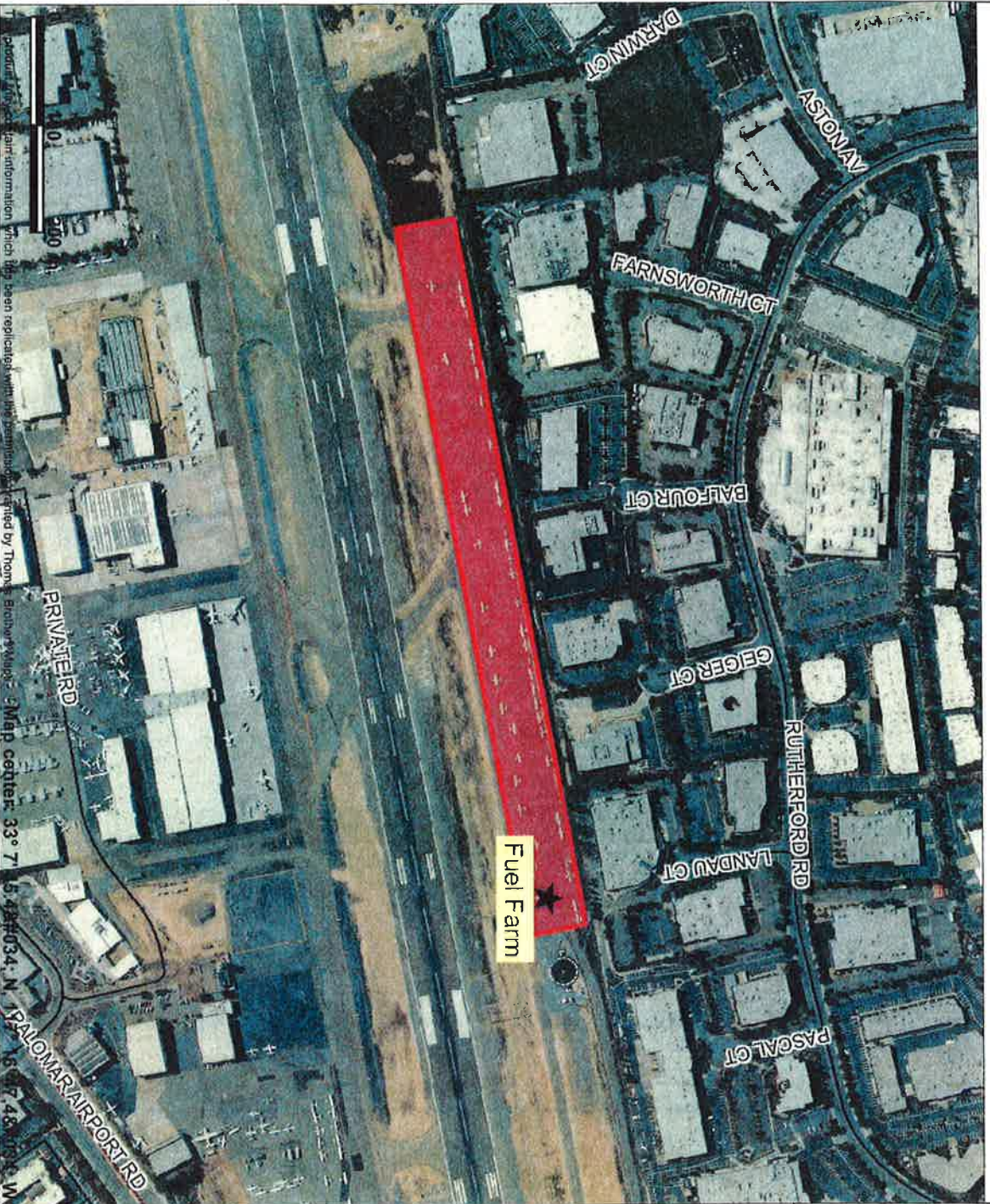
Exhibit A-1



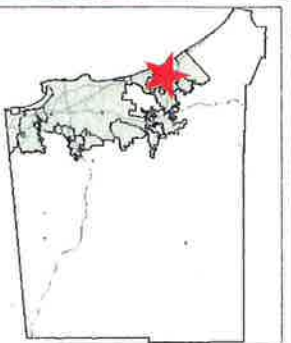
WADELL ENGINEERING CORPORATION

MCCLELLAN-PALOMAR AIRPORT - NORTH APRON TIEDOWNS

Exhibit A-2 True North



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG.



Legend

- Highways
- Freeways
- Streets
- Water Bodies
- Community Planning Area
- 2009 Orthophoto17
- 2009 Orthophoto16
- 2009 Orthophoto15
- 2009 Orthophoto14
- 2009 Orthophoto13
- 2009 Orthophoto11
- 2009 Orthophoto9
- 2009 Orthophoto8
- 2009 Orthophoto6
- 2009 Orthophoto5
- 2009 Orthophoto4
- 2009 Orthophoto2
- 2009 Orthophoto1



Scale: 1:5,638



**COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS, AIRPORTS**

**PROPOSER'S QUESTIONNAIRE
(PERMIT)**

Completion of this Proposer's Questionnaire is necessary to provide County staff with sufficient information about the Proposer and the proposed permit activities to make a considered recommendation to Airport Management for approval.

An Airport Use Permit for the proposed activities cannot be processed until all the information requested in this Questionnaire is received. Statements must be complete and accurate.

GENERAL INSTRUCTIONS

An Airport Use Permit may be required for any activity that is to be held on un-leased County Airports' property. PLEASE COMPLETE THIS FORM FOR ANY ACTIVITY WHICH MAY REQUIRE AN AIRPORT USE PERMIT. If, upon review of the completed form, it is determined that the proposed activity does not require a permit, the applicant will be notified. The Proposer's Questionnaire must be submitted to:

San Diego County Airports
ATTN: Real Property
1960 Joe Crosson Drive
El Cajon, CA 92020-1236

Deadline for Submitting Proposer's Questionnaire

The completed Proposer's Questionnaire should be submitted at least twenty (20) business days before the activity is proposed to commence. The minimum twenty (20) day requirement may be waived by the Airports' Director if, in his sole discretion, it is determined that the limited scope of the activity allows it to be adequately reviewed in the time provided. This will only be considered if the activity does not present any significant airport safety or security concerns that cannot be mitigated in the time provided.

Permit Fee

Please note there will be a fee associated with the Airport Use Permit. Because the permit fee is designed to cover anticipated staff costs associated with the proposed activities and the permit itself, the exact amount of the fee shall be determined only after the Proposer's Questionnaire has been submitted and the scope of the activity is known.

Proof of Insurance

Proof of Insurance, and an amendatory endorsement naming County of San Diego as Additional Insured, is required to be provided in advance of any permitted activity occurring on County Airports' property. The exact insurance limits to be required shall be determined only after the Proposer's Questionnaire has been submitted and the scope of the activity is known.

INFORMATION ABOUT THE PROPOSER

Name of Proposer exactly as it will appear on the Airport Use Permit:					
Full Name and other Names or Aliases of Proposer:					
Contact Person for Permit:					
Present Position or Title of Contact Person:					
Proposer's Address:					
Proposer's Residence Address (if different from above):					
Proposer's Phone Number:			Proposer's Fax Number:		
County Airport at Which the Activity is Being Proposed: (please select as many as apply)					
<input type="checkbox"/>	McClellan-Palomar Airport	<input type="checkbox"/>	Fallbrook Airpark	<input type="checkbox"/>	Ocotillo Airport
<input type="checkbox"/>	Gillespie Field	<input type="checkbox"/>	Borrego Valley Airport	<input type="checkbox"/>	Agua Caliente Airport
<input type="checkbox"/>	Ramona Airport	<input type="checkbox"/>	Jacumba Airport		

REFERENCES

List two persons or firms with whom the Proposer has conducted business transactions during the past three years. At least one of the references named is to have knowledge of the Proposer's debt payment history and/or must be a bank or lending institution with which the Proposer is presently conducting business.

REFERENCE NO. 1	
Contact Name:	Reference Phone Number:
Title:	
Firm Name:	
Address:	
Nature of business association, etc.:	

REFERENCE NO. 2	
Contact Name:	Reference Phone Number:
Title:	
Firm Name:	
Address:	
Nature of business association, etc.:	

EXPERIENCE STATEMENT

List in detail the duration and extent of the Proposer's business experience of the type to which this permit proposal relates.

INFORMATION ABOUT THE PROPOSED ACTIVITY

What are the Proposed Date(s) and Time(s) to be covered by the Permit, Including Set-Up and Clean-Up?

Is there a specific reason why this activity is proposed to take place at an Airport? (If so, please describe).

Provide a General Description of the Proposed Activity Including Height/Weight of any Anticipated Heavy Equipment. *(Attach additional sheets as necessary)*

INFORMATION ABOUT THE PROPOSED EVENT (continued)

Please Provide any Additional Information, which the Proposer Feels Will Be Helpful to County Airports in Evaluating the Proposed Activity.

[illegible]

Does the Proposer Have a Current Airport or General Liability Insurance Policy?

<input type="checkbox"/>	yes	<input type="checkbox"/>	no
--------------------------	-----	--------------------------	----

Has the Proposer Included with this Questionnaire a Diagram Showing the Proposed Location for the Activity (Including Proposed Location of Any Equipment/Temporary Structures/Fencing/Proposed Borings, etc.)?

<input type="checkbox"/>	yes	<input type="checkbox"/>	no
--------------------------	-----	--------------------------	----

Has the Proposer Applied for and/or Obtained all Necessary Permit(s) from the City, County, State or Other Agencies Having Jurisdiction Over the Activity or the Permit Location?

<input type="checkbox"/>	yes	<input type="checkbox"/>	no
--------------------------	-----	--------------------------	----

The Proposer acknowledges and agrees that the County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this Questionnaire, and authorizes the release to County of any and all information sought in such inquiry or investigation.

By: _____

Date: _____

Print Name: _____

Title: _____

AIRPORT USE PERMIT

**MANAGEMENT OF FUEL FACILITIES
(TRUE NORTH RAMP)**

PERMIT NUMBER: PA-XXX

EFFECTIVE DATE: JANUARY 1, 2011

TERMINATION DATE: DECEMBER 31, 2013

1. PERMITTEE:

Telephone: () ____ - ____
Facsimile: () ____ - ____

Attn: _____
Title: _____

This Airport Use Permit (hereinafter called "Permit") entered into by [Insert Permittee] (hereinafter called "Permittee") and the County of San Diego (hereinafter called "County"), grants said Permittee the right to operate and manage the permanent fuel facilities located on the True North Ramp at McClellan-Palomar Airport (hereinafter called "Airport"), subject to the following covenants and conditions:

2. TERM. The term of this Permit shall be for a period of three (3) years, commencing January 1, 2011 and ending December 31, 2013. This Permit is subject to consideration for continuation on an annual basis, or possibly a longer-term extension after the term, upon written approval by the Director of Airports, Department of Public Works, for a total term not to exceed ten (10) years.

3. PREMISES. The Premises means that area located on the True North Ramp at Palomar Airport designated by the Airport Manager for the management of the permanent fuel facilities, as depicted on Exhibit "A" attached hereto and by this reference incorporated herein.

4. FEES. Permittee shall pay to County, in addition to fuel flowage fees as specified in the Schedule of Rates and Charges, which are currently Four Cents (\$0.04) per gallon (current fuel flowage fees are being evaluated and subject to change during the term of the permit) for fuel sales, Permittee shall pay a fee of _____ Dollars (\$_____) minimum monthly guarantee and _____ Cents (\$_____) per gallon for fuel sales, during the term of this Permit. The County reserves the right to modify the Schedule of Rates and Charges from time to time. These fees are to be paid on all fuel supplied to or delivered at the Airport.

5. FUEL REPORT. During the term of this Permit, Permittee shall submit a Fuel Report

the price per gallon of fuel sold. Permittee shall submit to County, at the address specified in Section 7 of this permit, a Fuel Report whether or not Permittee has sold any fuel during the previous month.

6. FACILITIES TESTING REPORTS. Permittee shall be responsible for completing all required daily testing and other required periodic testing of the fuel facilities, maintaining all related records of testing, submitting necessary records to regulatory agencies, and ensuring that Permittee maintains all necessary certification and licensing of personnel as required to operate and manage said fuel facilities. Copies of all testing logs and corresponding paperwork shall be provided to County Airports on a bi-weekly basis delivered to the address specified in Section 7 below.

7. REPORTS AND PAYMENTS. All fees and reports, excepting testing logs and corresponding paperwork as described in Section 6 above, shall be due and payable by the twentieth (20th) day of each month following the last day of the business month during which deliveries were made. All payments shall be made payable to and mailed to the County of San Diego, with a copy of completed Fuel Delivery Report (See Exhibit "B") or other pre-approved form to:

County of San Diego
Department of Public Works, Airports
1960 Joe Crosson Drive
El Cajon, CA 92020-1236

8. INSURANCE. Without limiting Permittee's indemnification obligations to County under this Permit, Permittee shall provide and maintain for the duration of this Permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Permittee's operation and use of the Premises. The cost of such insurance shall be borne by the Permittee.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Airport Liability or Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.

B. Automobile Liability covering all owned, non owned and hired auto, Insurance Services Office form CA0001.

C. Workers Compensation, as required by State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Permittee shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.

B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.

C. Employers Liability: \$1,000,000 each accident for bodily injury or disease. Coverage

shall include a waiver of subrogation endorsement in favor of County of San Diego.

III. Deductibles and Self-Insured Retention

Any liability deductible or self-insured retention must be declared to and approved by the County's Risk Manager.

IV. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement. Any general liability policy provided by Permittee shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement. For any claims related to this Permit, the Permittee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, the members of the Board of Supervisors of the County, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

C. Notice of Cancellation. Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at 1960 Joe Crosson Drive, El Cajon, CA 92020.

V. Qualifying Insurers.

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

VI. Evidence of Insurance

Prior to commencement of this Permit, but in no event later than its effective date, Permittee shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this Section. Permittee shall furnish certified copies of the actual insurance policies specified herein, within thirty days after commencement of this Permit. Thereafter, copies of renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Permittee shall permit County at all reasonable times to inspect any policies of insurance of Permittee that Permittee has not delivered to County.

VII. Failure to Obtain or Maintain Insurance; County's Remedies

Permittee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Permit, and County may, at its option, terminate the Permit for any such default by Permittee.

VIII. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to the Permit, including, but not limited to, the provisions concerning

indemnification.

IX. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Permittee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

X. Self-Insurance

Permittee may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Permit under a plan of self-insurance. Permittee shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Permittee's (i) net worth, and (ii) reserves for payment of claims of liability against Permittee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Permit. Permittee's utilization of self-insurance shall not in any way limit liabilities assumed by Permittee under this Permit.

XI. Waiver of Subrogation

Permittee and County waive all rights to recover against each other or against any other tenant or occupant, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant, from any Claims (as defined in the Article entitled "INDEMNIFICATION") against either of them and from any damages to the fixtures, personal property, Permittee's improvements, and alterations of either County or Permittee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either County or Permittee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Permittee shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

9. INDEMNIFICATION. County shall not be liable for, and Permittee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the operations covered by this Permit or with occupancy and use of Airport by Permittee arising either directly or indirectly from any act, error, omission or negligence of Permittee or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Permittee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. COMPLIANCE WITH LAW. Permittee, at its sole cost and expense, shall comply with observe, and secure compliance with and observation of, all the requirements of the County of San Diego Airport Rules and Regulations, Federal Aviation Administration Rules and Regulations, San Diego County Code, and all Municipal, County, State, and Federal laws, ordinances, codes, statutes,

and regulations now in force or which may hereafter be in force pertaining to the operations conducted by Permittee regarding the sale of fuel. County shall be responsible for any fees associated with the issuance of any required permits directly tied to the ownership of the fuel facilities; however, Permittee shall be responsible for all fees and taxes associated with the day-to-day operation and management of the fuel facilities and the sale of fuel.

11. HAZARDOUS SUBSTANCES. If any hazardous substance spills, leaks or is discharged from the fuel facility on the premises, Permittee shall immediately take all necessary actions to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill, and shall notify County of the spill. Permittee shall be responsible for costs related to any hazardous substance spills, leaks or discharges from the fuel facility unless it can be demonstrated that Permittee or Permittee's heirs, personal representatives, contractors, employees, successors, or assigns had no negligence which resulted in the hazardous substance spill, leak or discharge.

Permittee shall be solely responsible for fully complying with all present or future rules, regulations, restrictions, ordinances, statutes, laws and orders of any governmental entity regarding the storage, distribution, processing, handling or disposal of hazardous substances including, but not limited to, gasoline, diesel, aviation fuels, lubricating oils, solvents, chemicals, and hazardous substances designated in Labor Code Section 6382 and Health & Safety Code Section 25316.

Permittee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance as defined above.

12. STORMWATER AND NON-STORMWATER DISCHARGES. The Airport is subject to federal, state and local laws regarding the discharge of pollutants into the stormwater conveyance system in stormwater and non-stormwater. The programs established by these laws regulate existing activities, the construction process, and impose design requirements on new development and redevelopment. The development related parts of the local stormwater program implement a region-wide model plan, the Standard Urban Stormwater Management Plan or "SUSMP." In addition to the SUSMP, County has developed a Stormwater Pollution Prevention Plan (SWPPP) for the Airport and the Airport's Industrial and/or Commercial leases that provides for the elimination of prohibited non-stormwater discharges and the prevention of stormwater pollution through the development, installation, implementation and maintenance of pollution prevention measures, source control measures, and Best Management Practices (BMPs). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground.

Permittee is required and agrees to use, operate, maintain, develop, redevelop and retrofit the Premises in accordance with all applicable federal, state and local laws restricting the discharge of non-stormwater at or from the Airport; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Permittee further agrees to develop, install, implement and/or maintain at Permittee's sole cost and

expense, any BMPs or similar pollution control devices required by Federal, State and/or local law and any implementing regulations or guidance. Permittee further agrees to conform to the specifications in the County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance, Ordinance Nos. 9424 and 9426, (whether or not that County ordinance is legally applicable to Permittee at this Airport) and to the specifications in the SWPPP for the Airport as the same may be amended from time to time by the County Board of Supervisors or the Director of DPW, respectively.

Permittee understands and acknowledges that the stormwater and non-stormwater requirements applicable to the Airport and to Permittee may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Permittee's activities or development or redevelopment by Permittee or County. County may amend the SWPPP for the Airport in response to such changes, or to implement any County program for stormwater and non-stormwater management at the Airport. Permittee agrees to develop, install, implement, and maintain such additional BMPs and/or other pollution control practices at the Premises at Permittee's sole cost and expense. To the extent there is a conflict between any Federal, State or Local law, County ordinances, any applicable SUSMP, or the SWPPP for the Airport, Permittee shall be obligated to comply with the more restrictive provision. Permittee shall provide County with unrestricted access to the Premises and/or all pertinent records upon seven (7) days written notice for the purpose of monitoring the implementation and maintenance of required BMPs and/or other pollution control devices at the Premises. Failure to provide County with access or to implement, develop, install, and maintain any pollution control practices or BMPs required by this Section shall be grounds for immediate termination of this Permit.

13. SUBSTANCE ABUSE. Permittee and its employees and agents shall not use or knowingly allow the use of the Airports for the purpose of unlawfully driving a motor vehicle or aircraft under the influence of an alcoholic beverage or any drug or for the purpose of unlawfully selling, serving, using, storing, transporting, keeping, manufacturing or giving away alcoholic beverages or any controlled substance, precursor, or analog specified in Division 10 of the California Health and Safety Code, and violation of this prohibition shall be grounds for immediate termination of this Permit.

14. TAXES, ASSESSMENTS AND FEES. The terms of this Permit may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Permit, the private party may be subjected to payment of property taxes levied on such interest. Permittee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments, and fees assessed or levied upon Permittee or the area covered by this Permit or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed or constructed thereon. Permittee further agrees not to allow such taxes, assessments, or fees to become delinquent and as such to become a lien against the area covered by this Permit or any improvements thereto. Nothing herein contained shall be deemed to prevent or prohibit the Permittee from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law.

15. ADMINISTRATION. This Permit shall be administered on behalf of County by the Director, Department of Public Works (DPW) with all correspondence to:

Department of Public Works - Airports
Director of Airports
1960 Joe Crosson Drive
El Cajon, CA 92020
Telephone: (619) 956-4800

16. NOTICES. Any notice or notices required or permitted to be given by this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be addressed to Permittee at the address stated in Section 1 (PERMITTEE) and to County at the addresses stated in Section 15 (ADMINISTRATION) contained herein, or as County or Permittee may hereinafter designate by written notice to the other.

17. RECORDS, ACCOUNTS AND AUDITS. Permittee shall, at all times during the term of this Permit, keep or cause to be kept, true and complete books, records and accounts of all financial transactions and operations of all business activities, of whatever nature, conducted pursuant to the rights granted herein. Said records must be supported by source documents such as sales slips, cash register tapes, purchase invoices or other pertinent documents.

County shall have the right at any reasonable time to examine and perform audits of Permittee's records pertaining to its operations on the Premises. The cost of said audits shall be borne by County; however, Permittee shall provide to County at Permittee's expense, necessary data to enable County to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Permit and to Permittee's use of the Premises.

18. SPECIAL CONDITIONS

- A. Subcontractors. Subcontractors and/or agents shall comply with all of the terms, conditions, and covenants of Permit herein and Permittee will provide a copy of this permit to each of the Permittee's subcontractors and/or agents.
- B. Egress/Ingress. In order to deliver fuel to customers at any County Airport, the Permittee, its agents or subcontractors must enter the airport through the nearest approved gate. The Director of Airports shall designate which entry gate shall be used and the route the delivery vehicle shall take from the entry gate to the storage facility.
- C. Delivery to Storage Facilities. Permittee and its subcontractors shall only deliver aviation fuels to approved storage facilities.
- D. Delivery to Intermediate Truck Transfers. Permittee and its subcontractors'

deliveries to intermediate truck transfers or any other container are prohibited without written approval from the local Fire Marshall and the Director of Airports.

- E. Defaults by Permittee and/or its Subcontractors. Failure for the Permittee or its subcontractors, suppliers, or agents to follow the covenants and conditions of this contract shall constitute a default by Permittee and a breach of this Permit. Should Permittee fail to cure any such defaults within the timeframe specified in the Notice of Default that the County will send to Permittee, the County has the right to terminate this Permit. The Notice of Default will be sent to the Permittee as specified in Section 1 (PERMITTEE).
 - F. Pricing. Permittee, as operator of the fuel island, shall set a pricing structure favorable for True North tenants. Such pricing for True North tenants shall be consistent with most favorable pricing offered on the south side of the Airport to Permittee's most favored customers. This required practice is intended to avoid safety hazards caused by having aircraft taxiing across the runway to obtain more favorably-priced fuel on the south side of the Airport at Permittee's primary leasehold.
 - G. No Fuel Trucks to Cross Runway. For safety reasons no fuel trucks will be permitted to cross the runway.
 - H. Credit Card Processing. Operator shall accept credit cards and the self serve fuel facility shall be set up to process payment to Permittee. Permittee shall be responsible for the fees associated with programming the fuel pumps to direct credit charges to Permittee's banking institution.
 - I. Compressed Air. Operator shall have a canister of compressed air to allow aircraft operators to fill up low tires as needed, if feasible.
 - J. Record Keeping. Operator must keep auditable records of sales.
 - K. Required Testing of Fuel Facilities. Operator shall be responsible for all required daily testing and other periodic testing of the fuel facility and associated record keeping and reporting. Copies of such records shall be provided to Airport staff on a bi-weekly basis as specified in Section 6 (FACILITIES TESTING REPORTS).
 - L. Fuel Spills. Operator shall develop plans to prevent and address fuel spills, including training and containment materials. Spill kits must be kept on site.
19. NON-DISCRIMINATION. Permittee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Permit is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry and such other protected categories that may from time to time be added to

Civil Code section 51 or other laws prohibiting discrimination in the use, occupancy, tenure or enjoyment of the Premises, nor shall the Permittee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation in the use of the Premises.

20. ACCEPTANCE. Permittee accepts this Permit subject to all the terms and conditions hereinabove

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed by their duly authorized agents.

PERMITTEE: _____

By: _____

Dated: _____

Print Name and Title: _____

COUNTY OF SAN DIEGO

By: _____

Dated: _____

PETER DRINKWATER, Director of Airports
Department of Public Works

cc: Director of Airports (S119); McClellan-Palomar Airport Manager (N137); Assessor (O225);
DPW Financial Services, A/R Rents & Leases (O384)

Exhibit A - True North



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Legend

- Highways
- Freeways
- Streets
- Water Bodies
- Community Planning Area
- 2009 Orthophoto17
- 2009 Orthophoto16
- 2009 Orthophoto15
- 2009 Orthophoto14
- 2009 Orthophoto13
- 2009 Orthophoto11
- 2009 Orthophoto8
- 2009 Orthophoto6
- 2009 Orthophoto5
- 2009 Orthophoto4
- 2009 Orthophoto2
- 2009 Orthophoto1



Scale: 1:5,638



EXHIBIT "B"
COUNTY OF SAN DIEGO
FUEL DELIVERY REPORT

AIRPORT _____

PERMITTEE _____

MONTH OF _____, 20____

FBO	DATE	GALLONS DELIVERED	TOTAL/GAL	FEE\$	FEE\$ REMITTED
	DELIVERED	80 OCT 100 OCT JET OTHER		PER GAL	

FBO	DATE	LUBRICANTS	TOTAL/GAL	FEE\$	FEE\$ REMITTED
	DELIVERED			PER GAL	

TOTAL DUE FOR FUEL

TOTAL DUE FOR LUBRICANTS

SUBMITTED BY _____

DATE _____

Exhibit D

North Ramp Operating Rules For Aircraft

Access

- Access shall be from El Camino.
- No piggy backing of vehicles unless the second vehicle is under the positive control of the authorized card holder. Permittee is responsible for all persons and vehicles entering the north ramp with the permittee.
- Flying clubs and flight schools are to provide roster of authorized members, list of flight instructors, Airports will use list to determine eligibility for gate card.

Vehicle Parking

- Vehicles must be parked in the permittee's tie down spot, no more than one vehicle per spot.
- Vehicles are not to park on the taxiways
- No stopping at any time on the access road.
- Do not park on the taxiways
- Vehicles shall not cross the runway or use the service road to cross from or to the North ramp and the south side of the airport.

Aircraft Washing

- Aircraft washing will be done by Airports permitted aircraft washing service.

Tie down Spot

- Ramp limited to 38' wing span and 12,500 lbs.
- No structures allowed on tie down spot. To include tent and shades.
- No storage containers or power tools are authorized
- Permittee will comply with Airports' Storm Water Pollution Prevention Plan
- Aircraft or vehicle maintenance is not allowed on the ramp at any time

Fueling

- No fueling of aircraft on the tie down spot
- All fueling will be done at the fueling island

Sign

Date